

4-3040

Agreement

AGREEMENT
Between
DEPTFORD TOWNSHIP BOARD OF EDUCATION
And The
TEAMSTERS LOCAL UNION NO. 676

11/1/70 - 11

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ARTICLE I

INTRODUCTION

Section 1

1 The Deptford Township Board of Education, Deptford
2 Township, Gloucester County hereafter known as the Board
3 hereby recognizes the Teamsters Local Union No. 676, as the
4 exclusive representative for collective negotiation con-
5 cerning the terms and conditions of employment for personnel
6 under contract and employed by the Board and so assigned as
7 an employee to the maintenance, janitorial, groundsman staff
8 exclusive of maintenance supervisor - supervisor - head
9 custodian - assistant head custodian.

Section 2

10 The Teamsters Local Union No. 676 hereby recognizes
11 the legal authority elected as representatives of the people
12 and further recognizes the responsibilities of the Board and
13 the Superintendent for the conduct and operation of the school
14 district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

OPERATIONS COVERED

Section 1

1 Nothing contained herein shall be construed to deny
2 or restrict to any employee such rights as he may have under
3 New Jersey School Law.

Section 2

4 The Board reserves to itself sole jurisdiction and
5 authority over matters of policy and retains the right,
6 subject only to the limitations imposed by the language of
7 this Agreement, in accordance with applicable laws and
8 regulations (a) to direct employees of the school district,
9 (b) to hire, promote, transfer, assign, and retain employees
10 in positions in the school district, and for just cause, to
11 suspend, to demote, discharge, or take other disciplinary
12 action against employees, (c) to relieve employees from duty
13 because of lack of work or for other legitimate reasons,
14 (d) to maintain the efficiency of the school district
15 operations entrusted to them, (e) to determine the methods,
16 means and personnel by which such operations are to be con-
17 ducted and (f) to take whatever actions may be necessary to
18 carry out the mission of the school district in situations
19 of emergency.

Section 3

20 The execution of this Agreement on the part of the
21 employer shall cover operations of the employer which are
22 covered by this Agreement, and shall have application to
23 the work performed within the classifications defined and
24 set forth in this Agreement or any supplements hereto.

Section 4

25 Classification Covered

26 This Agreement shall cover and govern the following
27 Classifications:

- 28 A. Janitors
- 29 B. Groundsmen
- 30 C. Maintenance

ARTICLE III UNION SECURITY (MAINTENANCE OF DUES)

Section 1 1 Employees covered by this Agreement at the time it
2 becomes effective and who are members of the Union at that
3 time shall be members for the duration of this Agreement
4 and the Deptford Township Board of Education will not
5 honor revocations from any employee covered by this provided
6 herein.

Section 2 7 It is further agreed that the employee who withdraws
8 from Union membership or cancels his application for member-
9 ship in the Union as herein provided shall be required to
10 share equally in the cost of maintaining and operating the
11 collective bargaining agency as heretofore provided.

Section 3 12 The resignation of an employee from membership in
13 the Union shall not relieve him of his obligation for Union
14 dues deductions in accordance with the authorization signed
15 by the employee nor shall it affect his status as an employee
16 of the Board of Education.

Section 4 17 Neither membership in the Union nor non-membership
18 in the same shall be a condition of employment or continued
19 employment.

ARTICLE IV HIRING NEW EMPLOYEES

Section 1 1 The Deptford Township Board of Education shall
2 retain the freedom and right to hire as per the New Jersey
3 Statutes Title 18A.

Section 2 4 The Deptford Township Board of Education shall execute
5 the standard form of school employees contract incorporating
6 the 30 day termination clause by either party, said contract
7 subject to annual issue in accordance with Title 18A of the
8 New Jersey Statutes.

Section 3 9 The employee shall be immediately placed on seniority
10 list as of the date of registration in the minutes of the
11 Board of Education.

Section 4 12 In case of discharge or resignation of the employee, the
13 Union shall be notified in writing.

ARTICLE V WORKED PERFORMED BY COVERED EMPLOYEES ONLY

Section 1 1 Work performed in any classification covered under
2 this Agreement shall be performed by employees covered under
3 this Agreement and-or the employees' supervisors or foreman
4 so classified.

ARTICLE VI BLACKLIST

Section 1

1 The Employer shall not establish or create a so-
2 called "Blacklist," nor in any way become a party to the
3 establishing of such a "Blacklist" that may have for its
4 purpose the prevention of any member of the Union obtaining
5 employment with the Employer or other employers.

ARTICLE VII SHOP STEWARDS

Section 1

1 The Employer recognizes the right of the Union to
2 designate Shop Stewards and alternates from the Employer's
3 seniority list. The authority of Shop Stewards and alternates
4 so designated by the Union shall be limited to and shall not
5 exceed the following duties and activites:

6 (1) The investigation and presentation of grievance
7 to the Employer or the Employer's designated representative,
8 in accordance with the provisions of the Collective Bargaining
9 Agreement.

10 (2) The transmission of such messages and informa-
11 tion which shall originate with and are authorized by the
12 Local Union or its officers, provided such messages and
13 and information:

14 (a) have been reduced to writing; or

15 (b) if not reduced to writing, are of a routine
16 nature and do not involve work stoppages,
17 slow-downs, refusal to handle goods, or any
18 other interference with the Employer's business.

19 Shop Stewards and alternates have no authority to take strike
20 action or any other action interrupting the Employer's
21 business. The Employers, in so recognizing such limitation,
22 shall have the authority to impose proper discipline, includ-
23 ing discharge, in the event the Shop Steward has taken un-
24 authorized strike action, slowdowns, or work stoppage in
25 violation of this Agreement.

Section 2

26 Shop Steward Duties

27 (Seniority of Stewards)

28 Shop Stewards so designated by the Union shall be
29 granted super seniority at all times for the following
30 purposes:

31 A. Overtime

32 B. Working premium days

33 The Steward shall remain on the job at all times if work is
34 available and when employees of the same craft are working.

Section 3

35 Orders and Decisions Not to be Made

36 Shop Stewards or alternates shall not give orders
to employees nor countermand orders of management. Further,
they shall not be sole judge in determining whether a picce

ARTICLE VII SHOP STEWARDS - Section 3 Continued

1 of equipment is unsafe. However, the Business Agent shall
2 have the right to investigate and determine, along with
3 management, disputes regarding unsafe equipment.

Section 4

4 Investigation of Grievances by Shop Steward

5 Shop Stewards shall be permitted to investigate
6 with knowledge of the Board Secretary, present and process
7 grievances on the property of the Employers, without loss
8 of time or pay.

Section 5

9 Pay for Time

10 Whenever the Shop Steward is required to attend
11 any grievance hearings attended by representatives of the
12 Employer and the Union, he shall be compensated by the
13 Employer for all lost earning opportunities or time lost.
14 When a Business Agent and Employer agree to a meeting to
15 be attended by the Shop Steward, the Steward shall be
16 compensated by the Employer for all lost earning opportuni-
17 ties or time lost. Time lost shall be construed to mean
18 that the Shop Steward shall be paid for all time spent
19 while negotiating grievances with the Employer. Time is to
20 be computed at the applicable hourly rate for the Steward's
21 job classification.

ARTICLE VIII ABSENCES

Section 1 1 Time Off for Union Activities

2 The Employer agrees to grant the necessary time off,
3 without discrimination or loss of seniority and without
4 pay, to any employee designated by the Union, in writing,
5 to the Employer, to act as an elected Union Officer,
6 Business Agent, Organizer, or to attend a Labor Convention
7 for an indefinite period.

Section 2 8 Personal Leave of Absence

9 Any employee desiring leave of absence from his
10 employment shall secure written permission from both the
11 Union and the Employer. The maximum leave of absence shall
12 be for thirty (30) days, and may be extended for like
13 periods. Permission for extension must be secured from
14 both the Union and the Employer.

Section 3 15 During the personal leave of absence, the employee
16 shall not engage in gainful employment in any industry.
17 Failure to comply with this provision shall result in the
18 complete loss of seniority rights for the employee (s)
19 involved.

Section 4 20 Inability to work because of proven illness or
21 injury shall not result in loss of seniority rights.

ARTICLE IX SENIORITY PRINCIPLE

Section 1 1 Building Seniority Shall Prevail

2 If the Employer establishes different starting times
3 for employees in the same job classification, the senior man
4 among those assigned to the building (the Steward for example
5 shall top seniority in this instance), if qualified in the
6 classification, shall have the choice. For example - where
7 the Employer schedules one employee to commence work at
8 7:00 A.M., another at 8:00 A.M., and a third at 9:00 A.M., the
9 senior employee shall have the choice of deciding which of
10 the three he prefers. Similarly, the qualified senior man
11 in the same job classification shall have the choice, he
12 shall continue on that starting time until such starting time
13 is discontinued or until a change is mutually agreeable to
14 Employer and the Union.

Section 2 15 Seniority within the building assigned shall prevail
16 in that the Employer recognizes the general principle that
17 senior employees (the Steward shall have top seniority in
18 this instance) shall have the preference to choose on a
19 permanent basis, provided such employee is qualified for
20 such work.

21 Nothing contained in this Section shall permit the
22 Employer to discriminate against a senior employee within
23 the building assigned.

Section 3 24 Seniority within the building assigned shall pre-
25 vail on all overtime and premium days.

Section 4 26 Seniority Rank and Posting

27 Once each year, during the month of July, the
28 Employer shall compile and submit to the Union in writing,
29 and then post in a conspicuous place, a district wide seniority
30 list and a building assigned seniority list or lists from
31 the regular payroll records. Any employees hired after
32 said posting shall have their names added to this list, in
33 order of date of hire, and the Union shall be notified of
34 such additions. Any controversy over the seniority standing
35 of any employee on the Seniority List or lists shall be
36 submitted as a grievance.

ARTICLE IX SENIORITY PRINCIPLE - Continued

Section 5 1 Seniority

2 An employee shall be immediately placed on the
3 district wide seniority list and building seniority list
4 and shall gain seniority status from the first day of his
5 employment.

ARTICLE X SENIORITY

Section 1 1 Seasonal or Part-Time Work

2 The Employer may hire part-time or casual employees
3 for the sole purpose of vacation periods and absenteeism
4 and shall not hold any seniority unless by a mutual agree-
5 ment between the Union and Employer.

ARTICLE XI LOSS OF SENIORITY

Section 1 1 Seniority shall be broken and name removed from the
2 seniority list for the following reasons:

3 (a) discharge

4 (b) voluntary quit

5 (c) unauthorized leave of absence

Section 2 6 Illness or Injury

7 Any employee who is absent because of illness or
8 injury shall accumulate seniority for the purpose of
9 determining his place on the seniority list.

ARTICLE XII SENIORITY PRINCIPLE

Section 1 1 Lay-Off and Recall

2 Should it become necessary to lay-off employees,
3 the Employer shall resort to strict seniority, which means
4 the last employee hired shall be the first employee laid
5 off. When the Employer recalls laid-off employees in the
6 reverse order in the manner they were laid off, which means
7 the last employee laid off shall be the first employee to
8 be recalled.

Section 2 9 Notification of Recall

10 The Employer, when recalling laid-off employees,
11 shall send a telegram or registered letter to the employee's
12 last known address (as indicated on employee's records) and
13 the employee shall have seven (7) days to respond to such
14 recall notice. After the employee notified the Employer
15 that he will return to work, the employee shall have one
16 (1) week to adjust any other personal matters he may have.
17 If the employee fails to report within the one (1) week
18 period, he shall lose all recall rights under the contract.

Section 3 17 Notice of Lay-Off

18 The Employer agrees to give 30 days notice, when-
19 ever making lay offs, to the Union and the Shop Steward.
20 Notice must be given in writing. Where such required
21 notice is not given, the Employer shall pay the employee
22 30 days wages in lieu thereof.

ARTICLE XIII MILITARY SERVICE

Section 1 1 Encampment of the Employee

2 New Jersey Statutes must prevail.

Section 2 3 Jury Duty

4 In the event any employee covered by this
5 Agreement is required to serve Jury Duty, the Employer
6 agrees to supplement his Jury Duty compensation with an
7 amount sufficient to equal his regular forty (40) hour
8 weekly earnings at the straight time rate for his job
9 classification.

ARTICLE XIV PROMOTIONS

Section 1

1 In assigning employees to jobs coming within this
2 Agreement, the Employer shall have the right to select
3 qualified persons, but as between qualified persons, pre-
4 ference shall be given according to seniority. All
5 employees within this Agreement shall have equal opportunity
6 to qualify for any assignment within the scope of this
7 Agreement. If the Employer in his option feels that the
8 employee is not qualified to fill such an assignment, the
9 employee shall have a thirty (30) day trial period to
10 qualify. The above section shall also apply to employees
11 being promoted to positions in a supervisory capacity -
12 head custodian, assistant head custodian, supervisor.

ARTICLE XV LEAVING BARGAINING UNIT

Section 1

1 Any employee within the Agreement who elects to
2 become part of management shall lose all seniority rights
3 after thirty (30) days if the employee elects to stay in
4 management. If the employee decides to return to the
5 Bargaining Unit at the end of the thirty (30) days, he
6 may do so without loss of seniority rights.

ARTICLE XVI MAINTENANCE OF STANDARDS

Section 1 1 Protection of Conditions

2 The Employer agrees that all conditions of the
3 employment relating to wages, hours of work, overtime
4 differentials, and general working conditions shall be
5 maintained at not less than the highest standards in effect
6 at the time of the signing of this Agreement; and the
7 conditions of employment shall be improved wherever specific
8 provisions for improvement are made elsewhere in this
9 Agreement. It is agreed that the provisions of this
10 section shall not apply to inadvertent or bona fide errors
11 made by the Employer or the Union in applying the terms and
12 conditions of this Agreement if such error is corrected
13 within ninety (90) days from the date of error.

14 This provision does not give the Employer the
15 right to impose or continue wages, hours, and working
16 conditions less than those contained in this contract.

ARTICLE XVII EXTRA CONTRACT AGREEMENT

Section 1

1 The Employer or Employee shall not enter into
2 Agreement or contract with his employees or his Employer
3 individually or collectively which in any way conflicts
4 with the terms and provisions of this Agreement. Any
5 such Agreement shall be null and void.

ARTICLE XVIII GRIEVANCE

Section 1

1 Grievance Machinery

2 All grievances or disputes arising under the
3 terms of this Agreement shall be handled in the manner
4 provided by this section.

First
Step

5 In the case of any grievance or dispute, the
6 Union Steward shall take the matter up with the Employer
7 or the Employer's named representative and every effort
8 shall be made to reach a mutually satisfactory solution.
9 The Union Steward shall be present at all times when an
10 employee has a grievance with the Employer. The employee
11 may also request to be present.

Second
Step

12 If no solution can be reached the Union Steward
13 shall refer the matter to the Business Agent, and the
14 Business Agent shall take the matter up with the Employer
15 or the Employer's representative in an endeavor to adjust
16 it amicably.

Third
Step

17 If the Business Agent of the Union and the
18 Employer or Employer's representative cannot reach a
19 satisfactory Agreement, then, the grievance shall be sub-
20 mitted to the Joint Local Committee, which comprises of
21 three (3) Employer representatives and three (3) Union
22 representatives. Where the Joint Local Committee, by a
23 majority vote, settles the grievance or dispute, such
24 decision shall be submitted to the Board of Education.
25 The decision of the Joint Local Committee must be compiled
26 with or rejected within ten (10) days from the date of
27 said report.

Section 2

28 Advisory Board

29 The Advisory Board shall be appointed within
30 thirty (30) days following the request of either party
31 to the other. It shall consist of one member named by
32 the Board of Education and one member named by the
33 Teamsters Local Union No. 676. A third member, who
34 shall be chairman, shall be named by the first two named
35 advisors. The Advisory Board shall have authority to
36 confer separately or jointly with the Board of Education,

ARTICLE XVIII GRIEVANCE - Section 2 - Continued

1 the Superintendent, and the ~~Teamsters Local Union No. 676,~~
2 or to use any other source of information.

3 The Advisory Board shall make recommendations
4 for resolution within thirty (30) days. The recommenda-
5 tion shall be submitted to both parties, the Board of
6 Education and the Teamsters Local Union No. 676.

7 The Advisory Board recommendation after twenty
8 (20) days may be made public by either party, the Board
9 of Education or the Teamsters Local Union No. 676.

10 Costs - The cost and expenses incurred in
11 securing and utilizing the services of a consultant are
12 the responsibility of the party engaging this service. In
13 the event an Advisory Board is used, The Board of Edu-
14 cation will bear the expense of its appointee and both
15 parties will share equally the cost of the third member.

Section 3

16 Filing of Written Grievance

17 All employees covered under this Agreement shall
18 have seven (7) working days to file a written grievance
19 after grievance has become known; and ten (10) working
20 days for any employee that may be absent because of
21 illness and/or injury.

ARTICLE XIX GRIEVANCES

Section 1 1 Inspection Privileges

2 Access to Premises

3 Authorized agents of the Union shall have access
4 to the Employer's premises at any time with knowledge of
5 the Board Secretary during working hours for the purpose
6 of adjusting disputes, investigating working conditions,
7 and ascertaining that the Agreement is being adhered to.

Section 2 8 Inspection of Payroll Records

9 Whenever a complaint is made concerning the wages,
10 vacations, and/or holidays of an employee, an authorized
11 representative of the Union shall have the right with
12 knowledge of the Board Secretary to inspect Employer's
13 payroll and time cards of the employee during the Grievance
14 Procedure.

ARTICLE XX SEPARATION OF EMPLOYMENT

1 Upon discharge, the Employer shall pay all monies
2 due to the employee, including vacations holiday pay. Upon
3 quitting, the Employer shall pay all monies due the employee
4 including vacations and holiday pay on the payday of the
5 Employer in the following pay period.

ARTICLE XXI COMPENSATION AND INSURANCE

Section 1 1 Compensation Claims

2 The Employer agrees to cooperate towards the
3 prompt settlement of employee on-the-job injury claims
4 when such claims are due and owing.

Section 2 5 Federal and State Benefits

6 The Employer shall provide employees with
7 Workmen's Compensation Insurance, Social Security, as
8 required by Federal and/or State Law.

ARTICLE XXII CONDITIONS OF WORK SAFETY

Section 1

1 Under no circumstances will an employee be
2 required or assigned to engage in any activity involving
3 dangerous conditions of work, or danger to person or
4 property, or in violation of any applicable statute
5 or court order, or in violation of a government regulation
6 relating to safety of person, or equipment. The term
7 "dangerous condition of work" does not relate to the type
8 of material which is hauled or handled. The Employer
9 shall supply protective clothing, if required to handle
10 any dangerous material.

11 The Employer further agrees to cooperate to the
12 fullest extent possible in all safety campaigns or projects
13 in which the Union may see fit to take official part.

14 At least twice each year of this Agreement the
15 Employer may conduct instructions in safety and first aid
16 for his employees. The Employer and the Union will discuss
17 arrangements for same. Upon completion of this contract,
18 the Union and the Employer shall meet and make arrangements
19 for a safety committee comprising of two (2) representatives
20 from the Employer and two (2) representatives from the
21 Union; namely, employees, to establish rules and regulations,
22 governing safety rules and regulations.

ARTICLE XXIII CONDITIONS OF WORK SAFETY

Section 1

1 Reports of Defective Equipment

2 Employees shall immediately, or at the end of
3 their shift, report all defects in equipment. Such re-
4 ports shall be made on a suitable form furnished by the
5 Employer and shall be made in multiple copies, one (1)
6 copy to be retained by the employee. The Employer shall
7 not ask or require any employee to operate any equipment
8 that has been reported in an unsafe operating condition
9 until same has been approved as being safe by management
10 or the mechanical department.

11 When the occasion arises where an employee gives
12 written report on forms in use by the Employer, any equip-
13 ment being in an unsafe operating condition, and receives
14 no consideration from the Employer, he shall take the
15 matter up with the Union.

Section 2

16 Deduction may be made from any employee's pay
17 for any loss or damage to equipment. All matters arising
18 under this paragraph shall be first reviewed between the
19 Union and the Employer before any penalty is imposed.

ARTICLE XXIV REPORTING ACCIDENTS

Section 1 1 Any employee involved in an accident shall
2 at first opportunity report said accident to his employer
3 prior to sign-off time. If said accident involves any
4 physical injuries, then the Employee shall immediately
5 report said accident to his Employer as soon as possible..

ARTICLE XXV INJURY ON THE JOB

Section 1

1 (a) Any employee sustaining injuries which are
2 compensable under the Workmen's Compensation Act, but which
3 do not prevent him from performing his usual duties, but
4 require that he visit the offices of Employer-designated
5 physicians for the purpose of obtaining further treatment
6 during working hours, shall suffer no loss of wages
7 because of such visits.

Section 2

8 (b) Any employee sustaining injuries which are
9 compensable under the Workmen's Compensation Act which
10 prevent him from performing all work available to him, at
11 Employer's place, shall sustain no loss of pay for the
12 balance of the day on which he was injured.

13 Ability to perform work shall be determined by
14 doctor and/or hospital report.

ARTICLE XXVI. MEAL PERIOD

Section 1 1 Lunch Period

2 All employees shall receive a lunch period
3 before the fifth (5th) hour of work. The lunch period
4 shall be 1/2 hour. Any employee required to work during
5 his lunch hour period shall receive time and one-half for
6 such lunch 1/2 hour period, and may not be dismissed
7 one-half hour earlier, but shall work the necessary
8 hours whereby producing one-half hour overtime at the
9 end of his working day. Any employee that is required to
10 work through his lunch hour as stated above shall be
11 afforded a twenty (20) minute break to eat his lunch, on
12 Employer's time, after the fourth hour and not later
13 than the fifth hour.

Section 2 14 Supper Period

15 Any employee required to work in excess of two
16 (2) hours overtime in any one (1) day shall be afforded
19 a twenty (20) minute break period on Employer's time. Any
20 employee required to work in excess of twelve (12) hours
21 in any one day shall be entitled to an additional twenty
22 (20) minute break on Employer's time.

ARTICLE XXVII DISCHARGE OR SUSPENSION WITHIN TERMINATION CLAUSE OF EMPLOYEE CONTRACT

Section 1

1 Cause for Immediate Dismissal or Suspension Within Termination Clause of Employee Contract

2 No employee may be dismissed or suspended with-
3 out just cause. Nothing shall prohibit the Union from
4 investigating any dismissal or suspension and resorting to
5 the Grievance Procedure provided in this Agreement.

6 Until the case has been discussed with the
7 Business Agent, no employee may be dismissed or suspended
8 within the termination clause of the employee contract,
9 except:

10 (a) where the provisions of this Section pro-
11 vide for immediate dismissal or suspension.

12 In the event that it is decided, as provided in
13 the Grievance Procedure set forth in this Agreement, that
14 the suspension or discharge was without just cause, the
15 decision shall provide for reinstatement with pay, the
16 Employer shall not receive any credits for wages or com-
17 pensation earned by the employee while he was out of
18 the Employer's employ.

19 Except where an emergency prevents it, griev-
20 ance concerning dismissal or suspension shall be advanced
21 over all other matters pending for grievance hearings, and
22 shall be promptly heard.

23 Except in the case of immediate dismissal for
24 the causes set forth below, no employee may be dismissed
25 or suspended for his offense, but shall receive at least
26 one written warning for each different offense.

27 The parties agree that cause for immediate
28 dismissal without first discussing the matter with the
29 Business Agent shall be the following:

30 (1) Calling or participating in any unauthor-
31 ized strike, work stoppage, or walk-out.

32 (2) Drunkenness, proven during work hours, or
33 being under the influence of alcohol during work hours.

34 (3) Proven theft or dishonesty.

35 (4) Unprovoked assault on his Employer or his
36 Employer's representative during work hours.

ARTICLE XXVII DISCHARGE OR SUSPENSION - Section 1 - Continued

1 In each instance, the Employer shall promptly
2 notify the Union of the action taken, in writing. The
3 parties agree that a dismissal or suspension shall not
4 be subject to the Grievance Procedure or arbitration as
5 provided in this Agreement unless the Union shall have
6 notified the Employer, in writing, of the intention to
7 do so within two (2) weeks of the dismissal or suspension.
8 The parties recognize that in interpreting previous
9 Agreements there have been difficulties over whether or
10 not the Employer may dismiss employees for slow-downs.
11 The parties agree that this matter is cause for suspension
12 pending Grievance Procedure, but not for immediate dis-
13 missal.

ARTICLE XXVIII DISCRIMINATION

Section 1

1 There shall be no discrimination by the
2 Employer against his employees because of Union
3 activities; nor shall there be any discrimination
4 against any employee because of race, color, creed, sex,
5 age or nationality, in the placement and retention of
6 employment, or in the hours, wages or working conditions
7 of the employees.

ARTICLE XXIX WORK IN OTHER CLASSIFICATIONS

Section 1

1 Employees who are required to work in more than
2 one job classification during their working hours of any
3 day shall be paid for that entire day at the rate of the
4 highest job classification worked.

ARTICLE XXX LEAVE TIME

Section 1

1 Personal Leave

2 The Board of Education upon recommendation of the
3 Superintendent of Schools shall grant a total of seven days
5 leave per school year (not to be accumulated) to any regu-
6 larly employed person for the following emergencies or con-
7 ditions:

8 (1) Death in immediate family (immediate family
9 mother, father, mother-in-law, father-in-law, children
10 husband, wife, brother, sister, or any relative who has
11 lived within the same household for a period of over two
12 years. Other emergency situations may be judged on their
13 own merits by a committee set up annually by the Superin-
14 tendent of Schools.

15 (2) Emergency in the immediate family.

16 (3) Religious holidays - written request must be
17 submitted ten days in advance of days requested.

18 (4) Marriage - such request shall be submitted in
19 writing one month in advance of days requested.

20 (5) Up to total of three (3) days at the end of
21 school year to attend summer institute classes or to travel
22 to the place where such classes are to be held.

23 Personal Business - One day per year. Such request
24 shall be submitted in writing, forty-eight hours in advance
25 of the day requested.

26 Visitation Leave - One day per year may be granted
27 by the Superintendent of Schools to any personnel, for school
28 visitation and observation in other school systems. In each
29 case a written report shall be submitted to the principal
30 who will forward it to the Superintendent. Arrangements for
31 such visitation shall be made by the building principal,
32 with the approval of the Superintendent.

Section 2

33 Sick Leave

34 Definition of Sick Leave - Sick Leave is hereby
35 defined to mean the absence from duty of any person because
36 of physical disability, illness or injury, or quarantine
37 or exclusion from work by medical authorities.

ARTICLE XXX LEAVE TIME - Section 2 Sick Leave - Continued

1 Sick Leave Allowable - All persons who are
2 steadily employed full time by the Board of Education
3 shall be allowed sick leave with full pay as follows:

4 10 month term - 10 days

5 11 month term - 11 days

6 12 month term - 12 days

7 Accumulated Sick Leave - Allowable sick leave
8 not utilized in any year shall be cumulative to be used
9 for additional sick leave in subsequent years.

10 Physician's Certificate Required for Sick Leave -
11 A physician's certificate may be requested by the Superin-
12 tendent when sick leave is claimed after five consecutive
13 days of absence.

14 Workmen's Compensation - Workmen's compensation
15 awards shall be deducted from the regular salary of the
16 employee for the days of absence covered by the Workmen's
17 Compensation Act. The time lost from employment under the
18 Workmen's Compensation Act shall not be deducted from the
19 days permitted for regular sick leave allowances.

Section 3 Maternity Leave

21 Maternity leave without pay shall be granted to
22 all employees under tenure for six months or as much longer
23 as the Board of Education shall determine. Request for
24 maternity leave, without pay, shall be made by an employee
25 between the third and fifth months of pregnancy, and leave
26 shall be granted no later than the beginning of the sixth
27 month. An employee may file a request to return to work
28 after the birth of a child upon the presentation of a
29 medical certificate stating she is capable of performing
30 her duties. If an employee decides not to return, she
31 should notify the Superintendent by giving notice or
32 resignation at least ninety days before the leave expires.
33 An employee shall be credited for salary increment purposes
34 as follows:

35 3 - 6 months of employment, 1/2 year credit

36 7 - 10 months of employment, 1 year credit

ARTICLE XXX LEAVE TIME - Section 3 Maternity Leave - Continued

1 The employee shall be reassigned to the position
2 held the time the leave was granted, if possible.

Section 4 3 Time Clocks

4 The Employer who employs five (5) or more people
5 at any operation may have time clocks installed at such
6 operations.

Section 5 7 Break Periods

8 All employees shall have a fifteen (15) minute
9 break period in the A.M., and a fifteen (15) minute break
10 period in the P.M. without loss of pay.

ARTICLE XXXI (A) CHECK-OFF OF DUES

Section 1

1 Upon receipt of proper written authorization of
2 any employee, the Employer will deduct from the wages due
3 such employee, on the first pay week of each month, his
4 Union initiation fees and monthly dues, as are from time
5 to time fixed by the Local Union, in accordance with the
6 Constitution and By-Laws of the Local Union, and certified
7 to the Employer by the Secretary-Treasurer of the Union as
8 being so fixed, and will forward the aggregate amount of
9 such deductions promptly each month to the Secretary
10 Treasurer of the Union or other duly authorized representa-
11 tive designated by the Union.

12 Where an employee who is on check-off is not on
13 the payroll during the week which the deduction is to be
14 made or who has no earnings or insufficient earnings
15 during that week or is on leave of absence, the employee
16 must make arrangements with the Union to pay such dues in
17 advance.

18 The Employer will recognize authorization for
19 deductions from wages, if in compliance with State Law, to
20 be transmitted to the Union or to such other organizations
21 as the Union may request if mutually agreed to. No such
22 authorization shall be recognized if in violation of
23 State or Federal Law. No deduction shall be made which is
24 prohibited by applicable law.

Section 2

25 (B) CHECK-OFF OF DRIVE

26 With the consent of any employee, the Employer
27 will deduct from the employee's pay the sum of Five
28 Dollars (\$5.00) per year, effective at such time the
29 employee signs an authorization card. Such Five Dollars
30 (\$5.00) shall be remitted to D.R.I.V.E. c/o Teamsters Local
31 Union No. 676 with a report covering all names of
32 deductions.

ARTICLE XXXII WAGES AND HOURS

Section 1

1 General

2 The Union agrees that the Employer shall be
3 entitled to a "Day's work for a day's pay."

4 The work calendar shall be as set forth by the
5 Board of Education.

6 The working day shall be eight (8) hour day
7 exclusive of lunch. Working hours shall be as designated
8 by the Board of Education.

9 Excess of forty (40) hours per week exclusive
10 of lunchtime shall be compensatory.

11 Work Week - The work week shall consist of five
12 (5) full working days, Monday through Friday inclusive,
13 except where legal holidays and vacation periods are
14 included in the work calendar.

15 Work Year - The work year shall be:
16 ten-month contract - September 1 to June 30 - 204 days
17 eleven-month contract - August 1 to June 30 - 225 days
18 twelve-month contract - July 1 to June 30 - 247 days
19 exclusive of legal holidays and any other days designated
20 by the Board of Education prescribed work calendar.

21 Any employee who is called in to work, or who
22 starts to work on any day beyond normal assignment, shall
23 be paid for time worked.

Section 2

24 Pay Period

25 All regular employees covered under this Agree-
26 ment shall be paid in accordance with pay procedures of
27 the District.

Section 3

28 Pay Day

29 When the regular pay day occurs on a holiday,
30 the Employer shall pay the employees on the regular work
31 day immediately preceding the Holiday.

Section 4

32 Statement of Earnings

33 Each employee shall be provided with a state-
34 ment of gross earnings, and an itemized statement of all
35 deductions made for any purpose.

ARTICLE XXXII WAGES AND HOURS - Continued

Section 5

1 Finished Day's Work

2 When an employee has-completed a day's work and
3 has left the Employer's premises, he shall be "off duty"
4 for at least eight (8) hours before being recalled.

5 In the event that an employee is recalled to
6 work within the eight (8) hour "off duty" period he shall
7 be compensated at one and one-half (1½) times his applicable
8 hourly rate of pay.

Section 6

9 Overtime

10 (a) Saturdays

11 Any employee required to work on Saturdays shall
13 receive time and one-half (1½) for all hours worked with
14 a minimum of four (4) hours.

15 (b) Sundays

16 Any employee required to work on Sundays shall
17 receive two (2) times the hourly rate of pay with a mini-
18 mum of four (4) hours.

19 (c) Security Check

20 Any employee required to work on Saturday or
21 or Sunday for security check shall receive one and one-
22 half times (1½) the hourly rate of pay, for a minimum of
23 two (2) hours.

24 (d) Holidays

25 Any employee required to work on any of the
26 holidays stipulated in this Agreement shall receive
27 two (2) times his regular rate of pay.

28 No employee shall be entitled to receive over-
29 time pay except for overtime actually worked.

Section 7

30 Shifts Ending on Holidays or Weekends

31 Employees who are assigned to work on their
32 regular shift on an evening prior to a holiday, and whose
33 work ends on the holiday, shall work the necessary hours
34 to complete that day's work at the regular rate. All
35 hours worked in excess of eight (8) hours will be at the
36 holiday rate at two (2) times the hourly rate of pay

ARTICLE XXXII WAGES AND HOURS - Section 7 - Continued

1 Employees who are assigned to work on their
2 regular shift on a Saturday evening, and whose work ends
3 on Sunday, shall work the hours necessary to complete that
4 day's work at the Saturday rate. All hours worked in
5 excess of eight (8) hours will be at the Sunday rate. At
6 two (2) times the hourly rate of pay.

7 Any employee required to work in excess of eight
8 (8) hours in any day, Monday through Friday, or in excess
9 of forty (40) hours per week shall receive time and one-
10 half (1½).

ARTICLE XXXIII MANAGEMENT SECURITY

Section 1

1 The Union recognizes that the Employer covered
2 by this Agreement must compete and keep abreast of devel-
3 opments in methods of distribution, and must operate
4 efficiently and economically if he is to be able to meet
5 the rising costs of operation, including rates of pay
6 and working conditions to members of the Union. Accord-
7 ingly, the Union agrees that it will cooperate with the
8 Employer to the end that his business may be operated
9 efficiently, and further agrees that it will not interfere
10 in any way with the Employer's right to operate and
11 manage his business, provided that nothing herein will
12 permit the Employer to violate any of the terms and/or
13 conditions of this Agreement.

14 If the Steward or employees feel that the
15 Employer in any way violates this Agreement, the matter
16 shall be handled in the manner outlined by the Grievance
17 Procedure in this Agreement.

ARTICLE XXXIV (A) SAVINGS AND SEPARABILITY CLAUSE

Section 1

1 The parties to this Agreement believe it com-
2 plies with the Chapter 3030 N.J. Public Laws of 1968.
3 Accordingly, it is agreed that nothing contained in this
4 Agreement shall require Union or Employer to do anything
5 which violates the law.

6 The parties agree that all of the clauses of
7 this Agreement shall be severable. Any clause which may
8 be prohibited by, invalid under, or in contravention
9 of any operable Federal or State Law, or under which
10 Employer or Union is required to do any act which is in
11 contravention of any Federal or State Law, shall be null
12 and void, but in such event the remaining clauses shall
13 continue in full force and effect for the term of this
14 Agreement, and any renewal thereof.

15 The parties agree, in good faith, to attempt to
16 replace any such null and void clause with a clause which
17 conforms with the law.

18 The parties further agree that if during the
19 term of this Agreement or any renewal thereof any such
20 null and void clause shall become legal or permissible
21 by legislative enactment, a subsequent decision of the
22 courts or otherwise, such null and void clause shall
23 again become part of this Agreement.

24 Any disagreement shall be submitted to the
25 Grievance Procedure.

Section 2

26 (B) TERMS AND PROVISIONS BINDING

27 The Employer who is party to this Agreement
28 agrees to be bound by all of the terms and provisions
29 of the Agreement and the interpretations and enforcement
30 thereof, and does further agree to participate in negotia-
31 tions of any modification or renewal of the contract.

ARTICLE XXXV GENERAL

Section 1 1 Posting of Notices

2 The Employer agrees to the posting, within his
3 business premises, of notice of Union meetings, etc. The
4 Board of Education shall have available a Bulletin Board
5 of Union notices.

Section 2 6 Wage Executions

7 No employee shall be discharged or otherwise
8 disciplined or penalized as a result of any attachment,
9 execution, or assignment of his wages, whether voluntary
10 or involuntary.

Section 3 11 School Board Policy

12 Employer may establish such rules as he deems
13 necessary or desirable provided that such rules are not in
14 conflict with the terms of this Agreement.

Section 4 15 Uniforms

16 Employer agrees that if any employee is required
17 to wear any kind of uniform as a condition of his continued
18 employment, such uniform shall be furnished and maintained
19 by Employer, free of charge at the standard required by
20 Employer.

Section 5 21 Sanitary Conditions

22 The Employer shall provide suitable sanitary
23 conditions for his employees, such as toilets and running
24 water.

Section 6 25 Mutual Guarantees

26 When Employer and Union shall have agreed in
27 writing upon interpretations of this Agreement, such
28 interpretations or rules and regulations shall be regarded
29 as a part of this Agreement.

ARTICLE XXXVI EMPLOYEE'S BAIL

1 Employees will be bailed out of jail if accused
2 of any offense in connection with the faithful discharge
3 of their duties, and any employee forced to spend time in
4 jail or in courts shall be compensated at his regular rate
5 of pay. In additon, he shall be entitled to reimbursement
6 for his meals, transportation, court costs, etc. Provided,
7 however, that faithful discharge of duties shall in no
8 case include compliance with any order involving com-
9 mission of a felony. In case an employee shall be
10 subpoenaed as a Company witness he shall be reimbursed
11 for all time lost and expenses incurred.

ARTICLE XXXVII NO STRIKE CLAUSE

1 All grievances shall be processed in orderly
2 fashion through the steps provided in this Agreement.
3 There shall be no strikes, work stoppages, slow-downs,
4 lock-outs, or threats thereof, for any reason whatsoever,
5 during the term of this Agreement.

ARTICLE XXXVIII LIE DETECTOR TEST

1 The Board of Education shall not require,
2 request or suggest that an employee take a polygraph
3 or any other form or lie detector test, unless by
4 voluntary consent, and notification to the Business
5 Agent.

ARTICLE XXXIX VACATIONS

Section 1

1 Determining Vacations

2 Persons employed between July 1st and September
3 1st of a given year, will be granted two weeks of paid
4 vacation after June 30th of the following year.

5 Persons employed between September 2nd and
6 February 1st will be granted one week of paid vacation
7 after June 30th, of the following year.

8 Persons employed in:

9 February will receive 4 days of paid vacation after
10 June 30th, of the following year.

11 March will receive 3 days of paid vacation after June 30th
12 of the following year.

13 April will receive 2 days of paid vacation after June 30th
14 of the following year.

15 May will receive 1 day of paid vacation after June 30th
16 of the following year.

17 Persons who have completed from five to nine
18 years of continuous service to the district will be
19 granted three weeks of paid vacation per year.

20 Persons who have completed ten or more years
21 of continuous service to the district will be granted
22 four weeks of paid vacation per year.

Section 2

23 If an employee's vacation falls in a week in
24 which a holiday recognized by this Agreement falls, the
25 employee shall receive an additional day's vacation or
26 a day's pay computed at the straight-time rates in lieu
27 thereof, to be determined by the Employer.

Section 3

28 Vacation pay shall be paid the eligible employee
29 before he starts his vacation.

Section 4

30 (a) The Employer shall have the right to
31 schedule the number of men in each classification who
32 shall receive vacations at a particular time. Employees
33 within a particular classification must select their
34 vacations according to the seniority, unless mutually
35 agreed to by the Union and the Employer. The vacation
36 period of each qualified employee shall be set with due

ARTICLE XXXIX VACATIONS - Section 4 - Continued

1 regard to the desire, seniority and preference of the
2 employees, consistent with the efficient operation of the
3 employer's business. Vacations may be scheduled on a year-
4 round basis.

5 (b) Past practice shall prevail both as to the
6 time of taking vacation and the number of employees
7 entitled to be off on vacation.

ARTICLE XL CLASSIFICATIONS AND RATES

Section 1 1 Agreement as to Initial Salary - Whenever a
2 person shall hereafter accept office position or employment
3 as a member of the Deptford Township Public School District
4 his initial place on the salary schedule shall be at such
5 point as may be agreed upon by the employee and the Deptford
6 Township Board of Education.

Section 2 7 Salary Guide

8 Janitors

9	1st year - \$4875	\$2.34 an hour
10	2nd year - 5125	2.46 an hour
11	3rd year - 5375	2.58 an hour
12	4th year - 5625	2.70 an hour
13	5th year - 5875	2.82 an hour
14	6th year - 6125	2.94 an hour

15 Maintenance

16	1st year - 5675	2.72 an hour
17	2nd year - 5925	2.84 an hour
18	3rd year - 6175	2.96 an hour
19	4th year - 6425	3.08 an hour
20	5th year - 6675	3.20 an hour
21	6th year - 6925	3.32 an hour

22 Groundsmen

23	1st year - 4875	2.34 an hour
24	2nd year - 5125	2.46 an hour
25	3rd year - 5375	2.58 an hour
26	4th year - 5625	2.70 an hour
27	5th year - 5875	2.82 an hour
28	6th year - 6125	2.94 an hour

29 Payment for overtime assignment shall be in keeping
30 with the law of the Department of Labor and Industry.

31 Salary Guide is retroactive to July 1, 1970. All
32 other conditions are effective November 1, 1970.

ARTICLE XLI INSURANCE PROTECTION

1 The Board of Education shall adopt a health
2 insurance plan equivalent in benefits to the state health
3 insurance plan of Blue Cross, Blue Shield, and Major Medical.
4 Enrollment shall be optional.
5 The Board of Education shall pay 50% of the
6 premium cost to insure only the employee for a single
7 coverage.

ARTICLE XLII TERM OF AGREEMENT

Section 1

1 A. The Board will be informed only through the
2 the Superintendent in any matter requiring its decision.
3 Any employee or employee group should communicate through
4 the proper channels of authority. When the matter requires
5 Board action it shall be directed through proper channels
6 to the Board of Education.

7 B. It is agreed by both parties that the negotiations
8 will be conducted without the use of pressure tactics. The
9 parties also agree, during the period of negotiations that
10 the only publicity accorded the negotiations by the parties
11 will consist of a joint press release or, in the event the
12 parties are unable to agree upon wording, a joint press
13 release stating that "no progress has been made."

14 C. It is understood by all parties that under the
15 ruling of Courts of New Jersey and the State Commissioner
16 of Education, the Board of Education is forbidden to waive
17 any rights or powers granted it by Law.

18 D. The parties agree to follow the procedures out-
19 lined in the Agreement, and to use no other channels to
20 resolve any question or proposal until the procedures within
21 this Agreement are fully exhausted.

22 E. There shall be no discrimination in practices and
23 procedures of the school system policies in hiring, training,
24 assignments, promotions, transfer or discipline of employees
25 on the basis of race, creed, color, religion, national origin,
26 sex, domicile, marital status, or association activities.

27 F. Whenever any notice is required to be given by
28 either party of this Agreement to the other, pursuant to
29 the provisions of this Agreement, either party shall do so
30 in writing with signed receipt of delivery, at the following
31 addresses:

32 1. If by the Teamsters Local Union No. 676 to the
33 Board of Education:

34 1555 Good Intent Road, Deptford, New Jersey

35 2. If by the Board of Education to the Teamsters
36 Local Union No. 676:

37 The building where the Business Agent is
38 assigned.

ARTICLE XLII

Section 2

TERM OF AGREEMENT - Continued

1 A. The parties agree to enter into collective
2 negotiations over a successor Agreement, and they agree
3 that this Agreement shall remain in force until such
4 times as a new Agreement is reached in accordance with
5 Chapter 3030 Public Laws of 1968. Such negotiations
6 shall begin not later than the third Thursday of October
7 of the calendar year preceding the calendar year in which
8 this Agreement expires.

9 B. The Board agrees to furnish the Teamsters
10 Local Union No. 676 upon reasonable request, such informa-
11 tion as will assist the Teamsters Local Union No. 676 in
12 developing intelligent, feasible and constructive proposals
13 in behalf of the employees, students, and the school
14 system. This information may include a complete and
15 accurate financial report and tentative budget for the
16 next school year.

17 C. The Teamsters Local Union No. 676 agrees to
18 furnish the Board and Superintendent upon reasonable
19 request, research information and data gathered by the
20 Local Union No. 676 that will assist the Board and
21 Superintendent in the development of sound educational
22 programs.

23 D. During the term of this Agreement neither
24 party shall be required to negotiate with respect to
25 any matter whether or not covered by this Agreement and
26 whether or not within the knowledge contemplation of
27 either parties at the time they negotiated or executed
28 this Agreement.

29 E. This Agreement shall not be modified in whole
30 or in part by the parties. Board policy shall prevail on
31 all matters not covered by the Agreement.

ARTICLE XLIII

TERM OF AGREEMENT

1 It is agreed between the Board of Education of
2 Deptford Township in the County of Gloucester party of
3 the first part and the Teamsters Local Union No. 676
4 party of the second part, that the content of this
5 Agreement shall be effective as of November 1, 1970
6 to June 30, 1971 exclusive of Salary Guide which is
7 retroactive to July 1, 1970.

8 Resolution of Adoption by the Board of Education:

9 _____

10 _____

11 _____

12 Dated _____

13 Deptford Township Board President _____

14 Teamsters Local Union No. 676 Business Agent

15 _____

16 Teamsters Local Union No. 676 Secretary

17 _____

18 Dated _____